

siderable loss of time to arrange and digest, with the necessary precision, the details of a compact between the two companies, the reletting the entire line under new contracts, which are to be approved of by both companies before the execution of them can be commenced.

It would be an affectation to attempt to disguise the consequences, which, in the estimation of your committee, would result from an attempt to carry on such a system of conjoint operation. Whatever might be the disposition of the two companies themselves, however they might feel inclined not only to harmonize in their views, but even to promote the great objects of mutual interest, it is impossible to doubt but that indiscretions and improper feelings, even among the subordinate agents of either party, might involve the most serious consequences to both companies. Neither company could, consistently with its own views, or, perhaps, within the powers conferred upon it by its charter, submit its concerns, and those in its employ, to the superintending control of the other; and without some one common umpire, to settle and adjust all controversies which may arise, it would be vain to anticipate any thing else than constant interruptions to that harmonious feeling which could alone, under the most favorable circumstances, ensure the objects which both ought to have in view.

The foregoing suggestions appear to your committee conclusive upon this branch of the subject: but other considerations press strongly upon their minds with irresistible force. The views which have already been presented, must satisfy any individual of the great importance of urging, with all practicable diligence, the extension of the Canal up to the feeder at Harper's Ferry. The sparse population of the neighborhood, the peculiar disadvantages of its climate, and the competition for labor, growing out of various causes, conspire to render this more difficult than can easily be imagined. It would be nearly impracticable to obtain the requisite quantity of operatives, to ensure a speedy execution of both works, while the competition would necessarily greatly enhance the price of labor, and be seriously injurious to the interests as well of the contractors as of the companies.

The considerations which have been urged, with many others, upon which time is not allowed to dilate, have brought the committee, unanimously, to the conclusion, that the proposition, made by the Railroad Company, cannot be entertained. They are, also, with equal unanimity, of opinion that the President and Board of Directors acted wisely, and faithfully, in promptly, and decisively, declining to accede to it when originally made, and in taking measures to put under contract, and urge to a speedy conclusion, the important section of the work which was embraced by the subject under consideration.

If any doubts had existed, in the minds of the committee, that the course pursued by the President and Directors, was not only judicious in itself, but that it could not, by any construction, be supposed to have been influenced by the position which the two companies occupied in relation to each other, or that it could have been deemed injurious to the rights, or even the interests, of the Railroad Company; these doubts would have been removed by reference to the language held by that company in one of the recent reports from its Board to the Legislature of Maryland. A single passage from that report, dated the 31st January, 1831, will fully illustrate this idea. In adverting to the unsuccessful attempt to compromise the conflicting claims of the two Companies, the report, in question, represents to the Legislature that, "under these circumstances, the Railroad Company declined the compromise to Harper's Ferry, unless it was made the basis of a compromise and adjustment of differences to Cumberland, and determined that, as litigation was, at all events, insisted upon by the Canal Company, it should take place at the Point of Rocks; where, if the Railroad Company was successful, as it believed it would be, in defeating the claim to a right of prior choice, set up by the Canal Company, *it would advance, at once, upon the Potomac, upon the property which it already held under conveyances from the owners in fee, without the trouble or expense of limiting its location, and carrying on its construction with reference to the convenience of the Canal Company, as it would have to do were the compromise adopted.* And if, contrary to all